Date:

Contract of Employment

between

[Employee name]

and

[Employer name]

TABLE OF CONTENTS

1 Definitions

2Term of Appointment
3 Employee Warranties
4 Duties
5Place of Work
6Hours of Work
7Remuneration and Expenses
8 Pension Arrangements
9 Benefits
10 Incentive Schemes
11 Holidays
12 Other Employment
13Gifts and Inducements
14 Confidential Information
15 Intellectual Property Rights
16Illness and Medical Reports
17 Other Types of Paid Leave
18 Training
19 Termination
20Payment in Lieu
21 Garden Leave
22 Restrictive Covenants

23 Obligations Upon Termination
24 Deductions
25 Grievance Procedure
26 Disciplinary and Dismissal Procedures
27 Employment Rights Act 1996
28 Collective Agreements
29 Reconstruction and amalgamation
30 Data Protection
31 Disclosure
32 Monitoring and Right of Search
33 Notices
34 Entire Agreement and Previous Arrangements
35 Variation
36 Third Party Rights
37 Governing Law and Jurisdiction

APPENDIX 1 – PERSONAL SCHEDULE
APPENDIX 2 - BONUS SCHEDULE

AN AGREEMENT is made on the [ ] day of [Month] [Year]

BETWEEN:

(1) Party a limited company (registered in England & Wales at Companies House with registered number [NUMBER]) whose registered office is at [registered address] ("**we**", "**us**" or "**Company**"); and

(2) [Employee name] of [address] ("**Employee**" or "**you**")

IT IS HEREBY AGREED as follows:

1. Definitions

1.1 In this Agreement unless the context otherwise requires the following expressions shall have the following respective meanings:

[Associated Employer	has the meaning given to it in the Employment Rights Act 1996;]
Business Day	any day, other than a Saturday, Sunday or public holiday in England or Wales;
[Capacity	as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity;]
Commencement Date	as detailed in the Personal Schedule at Appendix 1;
Confidential Information	information (whether or not recorded in oral, visual, electronic or documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, services, affairs, dealings and finances for the time being confidential to [the Company OR any Group Company] or in relation to which [the Company OR any Group Company] owes an obligation of confidence to a third party, and trade secrets including, without limitation, lists of customers, technical data, marketing data, and know-how relating to the business of [the Company OR any Group Company] or any of their business contacts, [including in particular (by way of illustration only and without limitation: (a) [know-how, technical designs, drawings, diagrams or specifications relating to the systems, products or services of [the Company OR any Group Company] or any of its clients, customers, suppliers, agents or business associates; (b) details of current activities and current and future business strategies, analysis and tactics including (without limitation) those relating to property consultancy, services, management, advertising, sales and marketing, the acquisition or disposal of a

	company or business or part thereof or any proposed expansion or contraction of activities; (c) the research and development of new compounds, systems, products or services; (d) external consultants, contractors and suppliers and their services, designs, production and delivery capabilities; (e) clients and details of their particular requirements and businesses and the terms of business with them; (f) details of employees and officers of [the Company or any Group Company] and of the remuneration and other benefits paid to them; (g) costings, profit margins, discounts, rebates, pricing, payment and credit policies and other financial information and procedures and systems for the foregoing whether of [the Company OR any Group Company] or of any client, customer, supplier, agent or business associate of [the Company OR any Group Company]; (h) existing and prospective operating systems, software applications and methods or production, manufacture, processing or treatment; and (i) any document or intangible material clearly marked 'confidential', information which the Employee is told is confidential or any other information of a private, confidential or secret nature concerning [the Company or any Group Company] and any information which has been given to [the Company or any Group Company] in confidence by clients, customers, suppliers, agents, business associates or other persons.] (j) [INSERT EXAMPLES])];
[Counterparty	any supplier, distributor, client, customer, person, firm, company or other entity whatsoever: (a) [who or which is an investor in [the Company OR any Group Company] at the Termination

	Date or who or which invested in [the Company OR any Group Company] at any time in the period of [NUMBER] months immediately preceding the Termination Date;] or (b) who or which had regular dealings with [the Company OR any Group Company] in connection with or arising out of the business of [the Company OR any Group Company] at the Termination Date or at any time in the period of [NUMBER] months immediately preceding the Termination Date (and shall include without limitation any person, company, or other entity with whom there was an actual arrangement for a joint venture with [the Company OR any Group Company] or an arrangement for the provision of goods or services to, by, or in conjunction with [the Company OR any Group Company]); or (c) who or which is a client or customer of [the Company OR any Group Company] at the Termination Date or who or which was a client or customer of [the Company OR any Group Company] at any time in the period of [NUMBER] months immediately preceding the Termination Date; and in each case: (d) with whom or with which the Employee had material dealings [or became aware or informed of] in the course of the Employment; (e) of or about whom the Employee acquired Confidential Information or trade secrets or material knowledge or material information in the course of the Employment; or (f) with whom or with which any employee who was under the direct or indirect supervision of the Employee had material dealings in the course of his employment, at any time in the period of [NUMBER] months immediately preceding the Termination Date;] the employment of the Employee by the Company on the terms of this Agreement; any Invention which is made, discovered, invented, developed or devised wholly or partially by the Employee

Employment **Employment Inventions** **Employment IPRs**	(whether or not in conjunction with a third party) at any time during the course of their Employment or arising out of this Agreement (whether or not during working hours or using our premises or resources, and whether or not recorded in material form). Intellectual Property Rights created, discovered, invented, developed or devised by the Employee (whether or not in conjunction with a third party) in the course of their Employment or arising out of this Agreement (whether or not during working hours or using the Company's premises or resources).
ERA	Employment Rights Act 1996;
[Garden Leave	the right of the Company to restrict the Employee in accordance with clause [ ];]
[Group Company	the Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time as defined by section 1159 of Companies Act 2006;]
Incapacity	any sickness, accident, injury or other medical disorder or condition which, in the opinion of a medical practitioner, prevents the Employee from carrying out the Employee's duties;
[Incentive Scheme	any share option scheme or schemes, long term incentive plans, bonus schemes, phantom share option schemes or any

	other incentive or profit sharing scheme or schemes as shall be adopted by the Company;]
[Intellectual Property Rights	patents, utility models, rights to Inventions, copyright and neighbouring and related rights, database rights, moral rights, trade marks and service marks, business or trade names, rights in logos and get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, registered designs, rights in computer software and data, domain names, rights to use, and protect the confidentiality of, information (including know-how and trade secrets)[,semiconductor topography rights and other rights of a similar nature,] and all other intellectual property rights, in each case whether registered or unregistered, and whether or not capable of protection by registration, and including all granted registrations and all applications and rights to apply for and be granted registrations, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection whether vested or contingent or which subsist or will subsist now or in the future in any part of the world.]
[Inventions	any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium;]
Pre-Contractual Statement	any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the Employee's employment under this Agreement which is not expressly set out in this Agreement or any documents referred to in it;
[Prospective Counterparty	any supplier, distributor, client, customer, person, firm, company or other entity whatsoever with whom or with which [the Company OR any Group Company] during the [NUMBER] months immediately preceding the Termination Date had negotiations or discussions regarding: (a) possible investment in the Company; (b) having regular dealings with [the Company OR any Group Company] in connection with

	or arising out of the business of [the Company OR any Group Company]; and in each case: (c) with whom or which during such period the Employee shall have had material dealings in the course of the Employment; (d) of whom or which during such period the Employee shall have acquired Confidential Information or trade secrets or material knowledge or material information in the course of the Employment; or (e) with whom or which during such period any employee who was under the direct or indirect supervision of the Employee had material dealings in the course of his employment, during the period of [NUMBER] months immediately preceding the Termination Date;]
[Restricted Business	those parts of the business of [the Company OR any Group Company] with which the Employee was concerned or involved to a material extent in the course of his Employment during the [NUMBER] month period immediately prior to the Termination Date;
[Restricted Person	any person who is employed or engaged by [the Company OR any Group Company] at the Termination Date or has at any time in the period of [NUMBER] months prior to the Termination Date been employed or engaged by [the Company OR any Group Company] [at the level of [a senior executive or a senior technical or senior advisory] or above] and who could materially damage the interest of [the Company OR any Group Company] if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom the Employee worked with in the [NUMBER] months before the Termination Date in the course of the Employment;

Termination Date	the date by which the Employee's employment with the Company terminates, howsoever arising;
WTR	the Working Time Regulations 1998;
[Subsidiary and Holding Company	in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

1.2 Clause and schedule headings do not affect the interpretation of this Agreement.

1.3 References to a person shall where the context permits include reference to a corporate or unincorporated body.

1.4 Words in the singular include the plural and in the plural include the singular.

1.5 A reference to one gender includes a reference to the other gender.

1.6 A reference to any clause or schedule is to a clause or schedule (as the case may be) of or to this Agreement.

1.7 Any reference to a statutory provision shall be deemed to include a reference to any statutory amendment modification or re-enactment.

1.8 The schedules to this agreement form part of (and are incorporated into) this agreement.

2 Term of Employment

2.1 [The Employment shall [commence OR be deemed to have commenced] on the Commencement Date] OR [The provisions of this Agreement will come into effect on the date it is executed. Your Employment will commence as soon as you are free and able to do so [but in any event no later than [date] and the date you actually commence the Employment will be the Commencement Date.]]

2.2 [The Employment shall continue, subject to the remaining terms of this Agreement, until terminated by either party giving the other prior written notice of not less than the period shown in the Personal Schedule at Appendix 1.] OR [The Employment will continue, subject to the terms of this Agreement, until it terminates on the Expiry Date shown in the Personal Schedule at Appendix 1 without the need for notice.] OR [The Employment will continue, subject to the terms of this Agreement, until it terminates on the Expiry Date shown in the Personal Schedule at Appendix 1 without the need for notice, unless

previously terminated by either party giving to the other prior written notice of noot less than the period shown in the Personal Schedule at Appendix 1] OR [The Employment will continue subject to the terms of this Agreement for an initial fixed term, expiring on the Expiry Date as shown in the Personal Schedule at Appendix 1 and thereafter until terminated by either party giving the other prior written notice of not less than the period shown in the Personal Schedule at Appendix 1.]

2.3 The first [NUMBER] months of the Employment shall be a probationary period and the Employment may be terminated during this period at any time on [NUMBER] week's notice by either party, or, in the case of the Company, payment in lieu of notice. The Company may, at its discretion, extend the probationary period for up to a further [NUMBER] months. During the probationary period the Employee's performance and suitability for continued employment will be monitored. [At the end of the probationary period the Employee will be informed in writing if he has successfully completed his probationary period.]

2.4 [If the Employee is absent from work due to incapacity during his probationary period for a period which exceeds [one OR [NUMBER] weeks] his probationary period will be extended by the period of the absence to allow adequate monitoring of performance.]

2.5 The Employee's employment (and continued employment) is conditional upon the Employee having and retaining all the educational, vocational, professional and any other appropriate qualifications as stated on the Employee's completed application form or otherwise and where necessary providing originals of the same for verification. All of the details provided by the Employee to the Company regarding the Employee's work experience must also be accurate. The Company reserves the right to terminate the Employee's employment, with or without notice or payment in lieu, in any case where it is discovered the Employee does not have the said qualifications or experience.

2.6 [No employment with a previous employer counts towards the Employee's period of continuous employment with the Company] OR [The Employee's employment with [NAME], which commenced on [DATE]] counts towards his period of continuous employment with the Company.]

2.7 [The Employee consents to the transfer of his employment under this Agreement to an Associated Employer at any time during the Employment.]

3 Employee Warranties

3.1 The Employee represents and warrants that:

3.1.1 the Employee is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits the Employee from entering into this Agreement or from performing the Employee's duties under this Agreement [and the Employee undertakes to indemnify the Company against any claims, costs, damages, liabilities or

expenses which the Company may incur as a result if the Employee is in breach of any such obligations;]

3.1.2 the Employee is entitled to work in the United Kingdom and will continue to be so entitled throughout the Employment (and shall provide the Company with any such required evidence of this);

3.1.3 if the Employee ceases to be entitled to work in the United Kingdom the Employee will inform the Company of such fact as soon as the Employee becomes aware of it; and

3.1.4 they have, as a condition of this contract, disclosed to the Company all issues that might affect the ability of the Company to employ the Employee or which might affect their suitability for continued employment by the Company.

4 Duties

4.1 The title of the Employee's job is as shown in the Personal Schedule at Appendix 1. [The Employee shall serve the Company in this or such other role as the Company considers appropriate.]

4.2 The Employee's normal duties are set out in the job description [in the Personal Schedule at Appendix 1 OR which will be provided to the Employee in due course.] The Company reserves the right to make reasonable variations to the Employee's duties from time to time and the Employee agrees to comply with any such requirements.

4.3 The Employee shall comply with any rules, policies and procedures as [issued by the Company from time to time OR set out on the Staff Handbook, a copy of which [has been given to you OR is available from [POSITION]]. To the extent that there is any conflict between the terms of this Agreement and [any rules, policies and procedures issued by the Company OR the Staff Handbook], this Agreement shall prevail.

4.4 All documents, manuals, hardware and software provided for the Employee's use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company and shall be handed over by the Employee to the Company on demand and in any event on the Termination Date.

5 Place of Work

5.1 The Employee's normal place of work shall be as shown in the Personal Schedule at Appendix 1. In order to perform the Employee's duties it may be necessary for the Employee to visit or work at other places on a temporary basis inside the United Kingdom. [The Company OR any Group Company] may require the Employee to work at any location within a reasonable daily travelling distance of the Employee's normal place of work.

5.2 The Employee agrees to travel to such parts of the world (within the UK and abroad) as [the Company OR any Group Company] may direct or authorise. [The Company does not

anticipate the Employee being required to work outside the United Kingdom for any continuous period of more than one month.] OR

5.3 [The Employee shall also be required to work outside the UK in [TOWN, COUNTRY] from [DATE] to [DATE] (Overseas Assignment).

5.4 During the Overseas Assignment:

5.4.1 the Employee's place of work shall be [ADDRESS];

5.4.2 the Employee's holiday entitlement shall remain [NUMBER] working days a year, but he shall be entitled to the public holidays in [COUNTRY], rather than the usual public holidays in [England and Wales];

5.4.3 the Employee shall be paid the equivalent of his salary (as referred to in clause [[7.1]SALARY CLAUSE]) in [CURRENCY] monthly in arrears on or about the [DATE] of each month directly into a bank account which he shall open in [COUNTRY]. The equivalent to the Employee's salary in the local currency shall be determined by the Company's bank at the rate of exchange applying when making the payment. [The Employee may be subject to tax and social security contributions in [COUNTRY]. The Company shall make whatever deductions for tax or other social security contributions as are necessary and which they may be advised to make, either in the UK or [COUNTRY]];

5.4.4 [the Company shall pay for the cost of [economy class] travel for the Employee [and his spouse or civil partner and children under the age of [AGE] (his family)] at the start and end of the Overseas Assignment and for [NUMBER] trips to the UK in each year of the Overseas Assignment;]

5.4.5 the Company shall provide accommodation for the Employee [and his family] in [COUNTRY] which is convenient for the proper performance of the Employee's duties and shall pay the local taxes in respect of the property and the cost of insuring and maintaining it;

5.4.6 the Company shall contribute £[AMOUNT] towards the cost of removal of the Employee's [and his family's] possessions from the UK to [COUNTRY] and related insurance costs; and

5.4.7 [ANY OTHER BENEFITS OR CONTINUATION OF EXISTING BENEFITS].

5.5 At the conclusion of the period of the Employee's Overseas Assignment:

5.5.1 the provisions of Clause 5.4 shall cease to apply, in particular:

(a) the Employee shall return to his normal place of work, as specified in clause [[5.1]NUMBER OF PLACE OF WORK CLAUSE]; and

(b) the Employee's salary shall be paid in accordance with [NUMBER OF [7.1]SALARY CLAUSE]; and

5.5.2 the Company shall contribute £[AMOUNT] towards the cost of removal of the Employee's [and his family's] possessions from [COUNTRY] to the UK and related insurance costs.]

6 Hours of Work

6.1 The hours of work of the Employee shall be as shown in [the Personal Schedule at Appendix 1]. The Employee may be required to work such additional hours as are necessary for the proper performance of his duties and for no additional remuneration.

6.2 The Company and the Employee hereby agree that the limit of an average weekly working time of 48 hours averaged over a 17-week reference period (including overtime for each 7-day period as set out in Regulation 4 of the Working Time Regulations 1998) shall not apply to the Employment. This agreement will remain in force unless and until terminated by the Employee at any time by giving not less than 3 months' written notice to the Company. The Company and the Employee agree that this agreement complies with Regulation 5 of the Working Time Regulations 1998.

7 Remuneration

7.1 The Employee will be paid the Salary as shown in the Personal Schedule at Appendix 1, subject to the normal statutory deductions. The Salary will accrue from day to day at a rate of [1/365 OR 1/260] of the Employee's annual salary and shall be payable in arrears by equal monthly instalments by credit transfer to the Employee's bank or building society account or by such other method as the Company may stipulate from time to time, on or around [DATE] of the month.

7.2 The Salary shall be reviewed by the Company annually and the rate may be increased by the Company, exercisable in its absolute discretion with effect from any such review date. Any increase will not affect the other terms of this Agreement. Following each such review, the Company shall not be under any obligation to provide an increase in the Salary in any year. The Salary shall not be reviewed after notice has been given by either party to terminate the Employment.

7.3 The Company may deduct from the Employee's Salary, or any other sums owed to the Employee, any money owed to [the Company OR any Group Company] by the Employee.

8 Expenses

8.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the performance of his duties under this Agreement (excluding car parking fines or road traffic offence fines),

subject to the Company's policy from time to time and production of VAT receipts or other appropriate evidence of payment.

8.2 The Employee shall adhere to our policies on expenses as[communicated to the Employee OR set out in the Staff Handbook] from time to time.

8.3 [Any credit card supplied to the Employee by the Company shall be used only for expenses incurred by the Employee in the course of the Employment.]

9 Pension Arrangements

9.1 Details of the pension arrangements are shown in [the Personal Schedule at Appendix 1].

9.2 The Company will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008.

10 [Benefits

10.1 [[After successful completion of the Employee's probationary period], the Employee may be provided with the following benefits during the Employment, subject to any rules applicable to the relevant scheme or benefit as in force and as amended from time to time and any restrictions imposed by insurers and/ or other third parties;

10.1.1 [Private medical insurance cover [including dental care] for the Employee [and his spouse or civil partner][and his dependent children under the age of [21][("his family") with a [reputable] third party provider of the Company's choice, subject to the Employee [and his family] doing everything reasonably necessary to enable cover to commence or remain in force.]

10.1.2 [Permanent health insurance with a third party insurer at such level as the Company in its absolute discretion from time to time decides. The Company has no obligation whatsoever to assist the Employee in relation to any pending or potential claim in relation to such insurance at any time or to pursue any claim on the Employee's behalf. Provision of this insurance is at all times subject to:

(a) [[Clause 18.13] RIGHT TO TERMINATE AND CAUSE FORFEITURE OF BENEFIT] below;

(b) the Employee's health not being in such a condition that the Company is unable to obtain permanent health insurance cover for him either at all or on terms that the Company in its absolute discretion considers reasonable; and

(c) the Employee doing everything necessary to enable cover, and/or any increase in cover, to commence or to remain in force.]

10.1.3 [life assurance cover equal to [insert figure] times the Employee's Salary, provided either through the Company's pension scheme or a separate policy of insurance;]

10.1.4 [personal accident insurance cover, on the same basis as it provides cover to Company employees generally.]

10.1.5 [DETAILS OF OTHER BENEFIT]

10.1.6 [DETAILS OF OTHER BENEFIT]

10.2 [If any claim made in respect of the Employee under the permanent health insurance scheme is accepted in whole or in part, the Company will, with immediate effect from such acceptance (but only to the extent that it does not prejudice the Employee's entitlement under the scheme):

10.2.1 no longer be under any obligation to pay the Employee any Salary or other amounts payable under this contract or to provide any contractual or other benefits to the Employee; and

10.2.2 be entitled to suspend the Employee from all or any of his duties and appoint another person to perform all or any such duties instead of the Employee[.]

10.3 [The Employee may also be eligible for certain other benefits, as set out in the Company's benefits policy, as amended from time to time, subject to the Employee complying with any qualifying conditions and other requirements. The benefits policy is available from [insert POSITION].

10.4 [The Company may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to the Employee.]]

OR

10.5 [The Company operates a flexible benefits scheme in accordance with rules in place from time to time and subject to any restrictions and qualifying conditions imposed by insurers and/ or other third parties. [After successful completion of the Employee's probationary period,] [The Employee can choose a variety of benefits up to a stipulated value [which is currently £[AMOUNT]]. [The benefits from which the Employee can choose are set out in the Personal Schedule at Appendix 1.] OR [Further details of these benefits are available [from [POSITION] OR the Staff Handbook].]

10.6 Any failure or refusal on the part of third party insurers to provide any cover or benefit under the relevant scheme will not render the Company liable to the Employee in any way.

10.7 [The Company may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to the Employee.]]

11 [Car OR Car allowance]

11.1 [During the Employment and subject to the Employee holding a full current driving licence, the Company will provide him with a car [of his choice from the list provided by the Company, provided that the monthly leasing payment is not more than £[insert amount] (or such[higher] amount as the Company may determine from time to time) OR of the Employee's choice, provided that its purchase price including car tax, VAT, extras,

delivery and other similar charges is not more than £[insert amount] (such limit to be reviewed by the Company from time to time[on an upwards only basis]) OR of a make, model and specification approved by the Company from time to time OR in accordance with the Company's car policy as amended from time to time][for use in the performance of the Employee's duties under this Agreement].

11.2 The Employee[and his spouse or civil partner][and those members of his immediate family who hold a full current driving licence] will be entitled to use the car for his[reasonable] private use[both within and outside the UK][provided that the Employee maintains a record of the miles travelled in private use and provide it to the Company on request and in accordance with the Company's car policy as amended from time to time.]

11.3 The Company will pay the whole costs of insuring, testing and taxing any car provided for the Employee pursuant to [[Clause 11.1[RIGHT TO A CAR] and all maintenance, repair and other running expenses incurred in relation to such car, but excluding:

11.3.1 any income tax payable by the Employee in respect of the provision of the car as a benefit in kind;

11.3.2 [the cost of fuel for private use;]

11.3.3 parking fines or road traffic offence fines that the Employee or any person permitted by him to drive the car incur[; and OR .]

11.3.4 [any additional insurance premium that is incurred as a result of the Employee's actions (and the Employee agrees that the Company has the right to deduct any such additional premium from his Salary).]

11.4 The Employee will be responsible for ensuring that any car provided for him pursuant to [[Clause 11.1[RIGHT TO A CAR] is at all times in the state and condition required by law and that, where applicable, a test certificate in relation to it is in force, and the Employee will produce any such certificate on demand from time to time by the Company. the Employee will at all times procure that the insurance cover[notified to him] relating to any such car is not[knowingly] prejudiced or avoided. The Employee will immediately advise the Company in writing in the event that the car is involved in any accident[or violation of road traffic laws] or incurs a parking ticket or if the Employee is prosecuted or to be prosecuted and/or convicted of any offence under the Road Traffic Act 1988, giving full details and providing any further information required by the Company.

11.5 On the Termination Date[or at any other time when requested by the Company[(on reasonable notice)]][or at the Company's request, when the Employee is on garden leave in accordance with Clause [[23,] GARDEN LEAVE] the Employee will return the car (together with all its keys, relevant documentation and all equipment supplied with it) in good condition[(fair wear and tear excepted)] to the Company's principal place of business or as otherwise instructed by the Company.

OR

11.6 During the Employment and subject to the Employee holding a full current driving licence, the Company will pay to the Employee a car allowance at the rate of £[insert amount] per year (less any tax and statutory deductions), payable in accordance with the provisions for payment of the Employee's Salary contained in Clause [[7.1]SALARY CLAUSE][, subject to the Company's car allowance policy from time to time]. For the avoidance of doubt, the

car allowance will not form part of the Employee's Salary for any purpose and will not be pensionable.

11.7 In return for the provision of a car allowance, the Employee agrees:

10.6.1 to procure the availability of a suitable age, make and model of car for use by the Employee on the Company's business;

10.6.1 to ensure that such car is properly taxed and maintained, comprehensively insured, promptly repaired and kept suitably clean for use on the Company's business;

10.6.1 to ensure that such car at all times complies with the requirements of the Company's car policy for the time being;

10.6.1 to permit [insert job title] on request at any time to inspect the car and to examine the Employee's driving licence, his motor car insurance policy and current certificate of insurance for such car; and

10.6.1 that the Employee will immediately inform the Company if:

(a) while driving in the course of his employment he is involved in any motoring accident or incident potentially giving rise to a claim (whether by the Employee or a third party) or which is otherwise required to be notified to the insurers by the Company under the terms of any insurance policy held by it;

(b) his driving licence is endorsed; or

(c) he is disqualified from holding a driving licence.]]

12 Incentive Schemes

12.1 [The Employee may at the absolute discretion of the Company be entitled to participate in one or more of the Incentive Schemes in effect from time to time subject always to the rules of the Incentive Schemes from time to time in force. The Employee's entitlement to participate in any Incentive Schemes will not constitute part of the Employee's remuneration under this Agreement.

12.2 By signing this Agreement, the Employee acknowledges and accepts that the termination or transfer of the Employee's employment by the Company or by the Employee in any circumstances whatsoever will give the Employee no claim or right of action against the Company in respect of any loss of rights or benefits whatsoever and howsoever arising under any Incentive Scheme operated by [the Company OR any Group Company] in which he may participate at the Company's absolute discretion [(including, without limitation, any loss arising under the Incentive Scheme because that termination has prevented the Employee from being granted any such options or from exercising any such options or because that termination has resulted in the length of the period within which the Employee could exercise such options being reduced). The Employee agrees that in these circumstances his rights regarding any options to be granted to him or held by him in respect of shares in the capital of the Company will be governed by the rules of the relevant Incentive Scheme.]] OR

12.3 [[The Company] may at its sole and absolute discretion choose to pay to the Employee a bonus from time to time. Such bonus is non-contractual. The Company will determine the

timing and amount of any bonus in its sole and absolute discretion. If the Company decides to pay a bonus to the Employee, such bonus will not be payable unless, on the date payment of the bonus is made, the Employee is still in employment with the Company[or a Group Company] and neither the Employee nor the Company[or such Group Company] has given or received notice of termination of Employment. The making of a bonus payment to the Employee in respect of any one period will not confer upon him or imply a right to a bonus payment in respect of any future period.]

12.4 [Any bonus payment the Employee may receive is not pensionable and will not be taken into account for the purpose of calculating his pension entitlement or pension contributions[, except to the extent that it forms part of his qualifying earnings for the purposes of automatic enrolment, under section 13 of the Pensions Act 2008].

12.5 By signing this Agreement, the Employee acknowledges and accepts that the termination or transfer of the Employee's employment by the Company or by the Employee in any circumstances whatsoever will give the Employee no claim or right of action against the Company in respect of any loss of rights or benefits whatsoever and howsoever arising under any bonus scheme operated by [the Company OR any Group Company] in which he may participate at the Company's absolute discretion [(including, without limitation, any loss arising under the bonus scheme because that termination has affected the Employee's eligibility for a bonus payment. The Employee agrees that in these circumstances his rights regarding any bonus payment will be governed by the rules of the relevant bonus scheme.]]

13 Holidays

13.1 The Employee shall be entitled to paid holiday in each holiday year (being the period from [[DATE to [DATE,] the '**Holiday Year**'). If the Employment begins part way through the holiday year, the Employee's entitlement for that holiday year shall be calculated on a pro-rata basis, rounded up to the nearest half day.

13.2 The Employee's paid holiday entitlement in each holiday year is shown in the Personal Schedule at Appendix 1 [calculated on a pro rata basis by reference to a full-time entitlement of [NUMBER] days holiday each year] [including OR excluding] the usual public holidays in [England and Wales], and incorporates the Employee's statutory annual leave entitlement and any additional annual leave entitlement. Statutory annual leave entitlement is always deemed to have been taken first.

13.3 [Holiday is to be taken at such times as is convenient for the Company in line with its [operational requirements [and annual leave policy]].] [All holiday requests must be approved in writing [in advance OR at least [ ] weeks' before the requested absence] by the Employee's Line Manager]. The Company may require the Employee to take (or not to take) holiday on particular dates, including during garden leave or the Employee's notice period. The Employee should not commit to any booking, reservation or any other arrangement before obtaining [written] approval for the holiday dates from the Company.

13.4 In the respective holiday years in which the Employment commences or terminates, the Employee's entitlement to holiday shall accrue on a pro rata basis for each completed calendar month of service during the relevant year [rounded up to the nearest [whole OR half] day].

13.5 [If, on the termination of the Employment, the Employee has exceeded the Employee's accrued holiday entitlement, the Employee agrees that the value of such excess (the number of days calculated by reference to clause [ ] and the value of each accrued day

shall be calculated as 1/260 of Salary for the time being) may be deducted by the Company from any sums due to the Employee in the Employee's final salary payment. If the Employee has any accrued but unused holiday entitlement the Company shall at its absolute discretion either direct the Employee to take such unused holiday during any notice period or make a payment to the Employee in lieu of it, the value of a day to be calculated as above.]

OR

13.6 [The Employee is entitled to unlimited paid holiday days. Notwithstanding that entitlement, for the purposes of calculating accrued holiday entitlement on termination of the Employment, the Employee agrees that the statutory minimum holiday entitlement set out at regulation 13A of the WTR 1998 shall apply.] If, on the termination of the Employment, the Employee has exceeded the statutory minimum holiday entitlement set out at regulation 13A of the WTR 1998, the Company agrees that no sums will be due from the Employee to the Company in respect of holiday used. If the Employee has any accrued but unused holiday entitlement the Company shall at its absolute discretion either direct the Employee to take such unused holiday during any notice period or make a payment to the Employee in lieu of it, and the Employee agrees that the value of such excess shall be calculated by reference to this clause [13.6] THIS CLAUSE] and the value of each accrued day shall be calculated as 1/260 of Salary for the time being).]

13.7 [In the event that the Company has terminated or would be entitled to terminate the Employment under [clause 21][TERMINATION] or if the Employee has terminated the Employment in breach of this Agreement, any payment due under [Clause 13.5 [PAYMENT OF HOLIDAY ON TERMINATION] shall be limited to the Employee's statutory entitlement under the WTR and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.]

13.8 [Holiday entitlement for one holiday year cannot be carried over to a subsequent holiday year unless the Employee has been unavoidably prevented from taking such holiday during the relevant holiday year because of sickness absence, paternity, maternity or adoption, shared parental, parental or parental bereavement leave or as otherwise agreed by the Company. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.]

13.9 [Subject to [clause 13.8 [CIRCUMSTANCES WHERE CARRY-OVER ENTITLED], where the Employee fails to take holiday entitlement in the appropriate Holiday Year, he will forfeit that accrued holiday without any right to payment in lieu of it.]

14 Other Employment

14.1 The Employee shall not under any circumstances whether directly or indirectly undertake any other duties of whatever kind for another employer during the hours the Employee works for the Company.

14.2 The Employee shall not engage outside the hours of work of the Employment whether directly or indirectly, in any business or employment which could or might reasonably be

considered to impair their ability to perform their duties hereunder effectively and/or be against the best interests of the Company.

15 Gifts and Inducements

15.1 [The Employee must at all times comply with the Company's anti-corruption and bribery policy from time to time [which is available from [POSITION] OR which is available [where]]. OR

15.2 [The Employee must not directly or indirectly seek, receive or obtain, in respect of any goods or services sold or purchased or other business transacted (whether or not by the Employee) by or on behalf of [the Company OR any Group Company], any discount, rebate, commission or other inducement (whether in cash or in kind) which is not authorised by the Company's rules or guidelines from time to time. If the Employee or any person on the Employee's behalf directly or indirectly receives any such discount, rebate, commission or inducement, the Employee must immediately account to the Company for the amount so received. Such accounting shall not, however, preclude disciplinary action.]

16 Confidential Information

16.1 The Employee shall not (except in the proper course of their duties), either during the Employment or at any time after the Termination Date;

16.1.1 make or use any copies or records of any Confidential Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information;

16.1.2 use or disclose or communicate to any person, company or other organisation whatsoever (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

(a) any use or disclosure authorised by the Company or required by law; or

(b) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

16.2 The Employee agrees that during the Employment they will have access to Confidential Information and trade secrets of the Company and Intellectual Property Rights and that they have had and will have connection with business contacts of the Company. The Employee further agrees that the Company has a legitimate interest to protect such Confidential Information, Intellectual Property Rights and connections with business contacts.

16.3 Therefore, having regard to all the circumstances, the Employee agrees that the restrictions contained in this [clause 16 [CONFIDENTIAL INFORMATION] are reasonable

and necessary for the protection of the Company and that they do not bear harshly upon the Employee.

17 Intellectual Property Rights

17.1 The Employee acknowledges that he is under an obligation to further the interests of [the Company OR any Group Company]. As a result, any Employment Inventions or Employment IPRs [which relate to, or are reasonably capable of being used in, the business of [the Company OR any Group Company]] shall immediately be disclosed by the Employee to [the Company OR any Group Company] and subject to such rights as the Employee may have under the Patents Acts 1977 and 2000 will belong to and be the absolute property of [the Company OR any Group Company] and shall not be disclosed to any other person, firm or company without the prior written consent of the Company. To the extent that they do not vest in the Company automatically, the Employee agrees to hold them on trust for the Company and to promptly execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this [clause 17.1[THIS CLAUSE - IP].

17.2 LF[The Employee agrees:

17.2.1 To give the Company full written details of all Employment Inventions [which relate to or are capable of being used in the business of [the Company OR any Group Company]] promptly on their creation;

17.2.2 at the Company's request and in any event on the termination of the Employee's Employment, to give the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs; and

17.2.3 not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company.]

17.3 [The Employee acknowledges that the Company is the sole owner of any and all Employment IPRs and Employment Inventions and insofar as any of the Intellectual Property Rights in any Employment IPR or any Employment Invention are not vested in the Company and in consideration of the Salary, the Employee hereby assigns to the Company with full title guarantee, the entire copyright (including future copyright) and all other rights and interests of whatsoever nature in and to the Employment IPRs and Employment Inventions and any associated rights, together with the right to take proceedings and recover damages and obtain all other remedies for past infringements in respect thereof throughout the world for the full period of copyright (and of any analogous rights) and all revivals renewals extensions and novations thereof and thereafter (so far as possible) in perpetuity, together with the rights to the same in any manner and through any media as the Company shall in its absolute discretion decide.] OR

17.4 [To the extent that legal title in and to any Employment IPRs or Employment Inventions does not vest in the Company as described in [Clause 17.1[AUTOMATIC VESTING] the Employee agrees, immediately on creation of such rights and Inventions, to offer to the Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within [30] days of the Company receiving the offer, the Company shall refer the dispute for determination to an expert who shall be appointed by the President of [RELEVANT INSTITUTE]. The

expert's decisions shall be final and binding on the parties in the absence of manifest error, and the costs of arbitration shall be borne equally by the parties. The parties will be entitled to make submissions to the expert and will provide (or procure that others provide) the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision. The Employee agrees that the provisions of this [Clause 17.4 - THIS CLAUSE] shall apply to all Employment IPRs and Employment Inventions offered to the Company under this [Clause 17.4 [THIS CLAUSE]until such time as the Company has agreed in writing that the Employee may offer them for sale to a third party.]

17.5 [The Employee warrants and represents that during and after the term of this Agreement:

17.5.1 nothing in the Employment IPRs infringes the Intellectual Property Rights of any third party or any rights of publicity or privacy;

17.5.2 all Employment IPRs are the Employee's original work and have not been copied wholly or substantially from any other source;

17.5.3 nothing in the Employment IPRs violates any applicable law, or regulation;

17.5.4 the Employee has not given and will not give permission to any third party to use the Employment IPRs; and

17.5.5 the Employee is unaware of the use by any third party of any Employment Invention or Employment IPRs.]

17.6 [The Employee will indemnify and at all times keep fully and effectually indemnified the Company[(and any Group Company)] against any and all claims, demands, actions, proceedings, costs, expenses (including legal costs and disbursements), liabilities, losses and damages suffered by the Company [and/or any Group Company] arising from or incurred by reason of any breach or alleged breach by the Employee of the warranty contained in [Clause 17.5.[IP EMPLOYEE WARRANTIES]]

17.7 The Employee hereby transfers to the Company all relevant lending and rental rights arising out of the Intellectual Property Rights throughout the world and hereby irrevocably and unconditionally confirms that the Salary includes equitable remuneration for the right to exploit all rental rights.

17.8 The Employee unconditionally and irrevocably waives all moral rights conferred by the Copyright Designs and Patents Act 1988 and all other moral and author's rights of a similar nature under the laws of any other jurisdiction, [and agrees not to support, maintain or permit any claim for infringement of moral rights in such copyright works.]

17.9 The Employee shall at the expense of the Company and upon its request (whether during the Employment or after the Termination Date) [undertake to use best endeavours to] execute all such documents as may be necessary to vest such rights, title and interest in the Company.

17.10 LF[The Employee agrees to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of

Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.]

17.11 The Employee irrevocably appoints the Company to be his attorney in his name and on his behalf to execute documents, use his name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause.]]

17.12 LF[The Employee acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this Agreement is or may become due to him in respect of his compliance with this clause. This clause is without prejudice to the Employee's rights under the Patents Act 1977.]

18 Illness and Medical Reports

18.1 If the Employee develops a medical condition or disability during the Employment that could affect the Employee's ability to carry out their role or put others at risk, the Employee must advise [his Line Manager] as soon as possible.

18.2 If the Employee is unable to work through accident or illness the Employee shall inform [and update][his Line Manager][in accordance with the Company's Sickness Policy, which is available from [POSITION]] OR [immediately by telephone, and in any event before 8.30am on the day he will be absent, and keep the Company informed as to the Employee's state of health throughout any period of absence.]

18.3 The Employee shall supply the Company with medical certificates [in accordance with the Company's Sickness policy] OR [covering any period of Incapacity exceeding seven (7) days (including weekends).] Immediately following the Employee's return to work after a period of sickness absence of (7) days or less, the Employee is required to complete a self-certification form stating the dates of and the reason for absence, including details of sickness on non-working days for the purposes of Statutory Sick Pay ("SSP") entitlement.

18.4 If the Employee is absent due to sickness or injury which prevents him from carrying out his duties he shall receive SSP provided that he is eligible for payment and has complied with all statutory rules (including the statutory requirements for notification of absence). For SSP purposes the Employee's qualifying days are [Monday] to [Friday].

18.5 [[After the Employee has completed [NUMBER] [WEEKS/ MONTHS] continuous service] OR [After the Employee has successfully completed his Probationary Period] and] Subject to the Employee's compliance with this Agreement and the Company's sick pay policy as amended from time to time, the Employee shall be entitled to receive his full salary [and contractual benefits] during any periods of sickness absence up to a maximum of [1 week] in any 52-week period. [The Employee will be entitled to receive his contractual benefits

for the first [NUMBER] of [WEEKS/ MONTHS] of any period of [paid] sickness absence.] Those payments shall be inclusive of any SSP due.

18.6 [The Employee will not be entitled to sick pay (except SSP) if he is absent from his duties as a result of illness whilst:

18.6.1 an investigation is being carried out into an alleged act of misconduct by the Employee or into any other circumstances which may warrant the termination of his employment;

18.6.2 a redundancy exercise is being carried out and the Employee has provisionally been selected for redundancy; or

18.6.3 the Employee is working out his notice period.

Sick pay may be reinstated if the Employee is not ultimately dismissed as a result of that investigation or proposed redundancy.]

18.7 [If the Employee has been on long term sick leave continuously for more than a year, he will not qualify for sick pay from the Company again until he has returned to work for a total of [NUMBER] weeks. This does not affect any entitlement the Employee may have to receive further SSP.]

18.8 [Whilst the Employee is paid his full salary in accordance with [clause [18.5][RIGHT TO CONTRACTUAL SICK PAY], both the Company and the Employee will continue to make pension contributions as normal. If the Employee's pay is reduced during any period of sickness absence, or he is paid SSP only, contributions in respect of the pension scheme referred to in [clause [9.1][PENSION] may continue, subject to the relevant pension scheme rules in force at the time of the Employee's absence.]

18.9 [In all cases of sickness or injury, which necessitate taking time off work, it is expected that the Employee will do his utmost to facilitate a speedy return to fitness and to work and that the Employee will not participate in sports, hobbies, social activities, undertaken any other employment (paid or unpaid) or voluntary work incompatible with the illness or injury or which could aggravate it or delay recovery.]

18.10 The Company may treat any absence as unauthorised (and unpaid) where the Employee fails to provide the Company with appropriate evidence as set out in this [clause 18][THIS CLAUSE] and disciplinary proceedings may be commenced.

18.11 If the Employee's absence shall be occasioned by the actionable negligence of a third party in respect of which damages are recoverable, then the Employee shall:

18.11.1 notify the Company immediately of all the relevant circumstances and of any claim, compromise, settlement or judgment made or awarded in connection with it;

18.11.2 give to the Company such information concerning the above matters as the Company may reasonably require; and

18.11.3 if the Company so requires, refund to the Company any amount received by the Employee from any such third party provided that the refund shall be no

more than the amount which the Employee has recovered in respect of remuneration.

18.12 The Employee agrees that at the request of the Company (and at the Company's expense) the Employee will submit at any time to a medical examination by a registered medical practitioner nominated by the Company and agree to sign any relevant and necessary consents in that regard. The Employee agrees that any report produced in connection with any such examination may be disclosed to, and discussed with, the Company.

18.13 [The rights of the Company to terminate the Employment under the terms of this Agreement apply even when such termination would or might cause the Employee to forfeit any entitlement to sick pay or other benefits or not to reach a qualifying threshold period of service for any benefit.]

19 Other types of paid leave

19.1 Subject to any statutory eligibility requirements or conditions, and any applicable Company rules in force from time to time, the Employee may be eligible to take the following types of paid leave:

19.1.1 [statutory maternity leave [and the Employee may be eligible to receive Company maternity pay subject to the rules set out in the Company's maternity policy from time to time];]

19.1.2 statutory paternity leave [and you may be eligible to receive Company paternity pay subject to the rules set out in the Company's paternity policy from time to time];

19.1.3 statutory adoption leave [and you may be eligible to receive Company adoption pay subject to the rules set out in the Company's adoption policy from time to time];

19.1.4 shared parental leave [and you may be eligible to receive Company shared parental pay subject to the rules set out in the Company's shared parental leave policy from time to time]; [and]

19.1.5 parental bereavement leave [and you may be eligible to receive Company parental bereavement pay subject to the rules set out in the Company's parental bereavement leave policy from time to time][.][; and]

19.1.6 [OTHER TYPE OF PAID LEAVE].

19.2 Further details of the types of leave detailed above [and your pay during such leave] are available [from [POSITION]].

19.3 The Company may replace, amend or withdraw its policy on any of the above types of leave at any time.

20 Training

20.1 The Company provides [in-house and external] training [and where appropriate, time off work to undertake training], subject to eligibility requirements and other conditions. Specific details of what courses might be available can be found [on the relevant Notion

page][in the Company's training policy] as amended from time to time. The policy is available from [POSITION].]

20.2 [The Employee is required to complete [SPECIFY TRAINING] [which will be paid for by the Company] OR [at the Employee's own expense] [and outside your working hours]. [Further details of this training are set out in Appendix [ ].]]

21 Termination

21.1 Notwithstanding clauses [2.2]TERM OF EMPLOYMENT(notice provisions)][and [22][PAYMENT IN LIEU], the Company is entitled to terminate the Employment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

21.1.1 is guilty of any gross misconduct; or

21.1.2 commits any serious or repeated breach or non-observance of any of the provisions of their contract of employment or refuses or neglects to comply with any reasonable and lawful direction of the Company; or

21.1.3 is, in the reasonable opinion of the Company incompetent in the performance of their duties; or

21.1.4 ceases to be eligible to work in the United Kingdom;

21.1.5 is in breach of any of the warranties set out in [Clause 3.1[AVAILABILITY TO WORK]][this Agreement];

21.1.6 is unable by reason of Incapacity to perform the duties under this Agreement for an aggregate period of three months in any 12-month period; or

21.1.7 [is, in the opinion of a medical practitioner physically or mentally incapable of performing their duties and may remain so for more than 3 months and the medical practitioner has given a medical opinion to the Company confirming that opinion;]

21.1.8 is guilty of any fraud or dishonesty or acts in any manner which, in the opinion of the Company is likely to bring the Employee or [the Company OR any Group Company] into disrepute or is materially adverse to the interests of [the Company OR any Group Company];

21.1.9 [is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against him under the County Court Act 1984;]

21.1.10 [ceases to hold [PROFESSIONAL QUALIFICATION;]

21.1.11 [is convicted of any criminal offence (other than an offence under any road traffic legislation in the UK or elsewhere for which a fine or non-custodial

penalty is imposed) [or any offence under any regulation or legislation or relating to insider dealing];

21.1.12 [is in breach of [the Company's OR any Group Company's] anti-corruption and bribery policy and related procedures;]

21.1.13 [is in breach of their obligations under [clause [ ] OR [the Company's OR any Group Company's] anti-facilitation of tax evasion policy;]

21.1.14 [is guilty of a serious breach of any rules issued by [the Company OR any Group Company] from time to time regarding our electronic communications systems;]

21.2 The Employee shall not at any time (whether before or after the Termination Date) make any untrue or misleading oral or written statement in relation to [the Company OR any Group Company] or any of its employees, officers or donors, or any statement which tends to bring it or them into disrepute, nor after the Termination Date represent themselves as being employed or engaged by or connected with [the Company OR any Group Company] (except as a former employee for the purposes of communicating with prospective employers or complying with any applicable statutory requirements).

21.3 The rights of the Company under [this clause 21][THIS CLAUSE] are without prejudice to any other rights that it might have at law to terminate the Employment or to accept any breach of this Agreement by the Employee as having brought the Agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

22 Payment in Lieu

22.1 Notwithstanding clause [2.2][TERM OF EMPLOYMENT (notice provisions)], the Company may, in its sole and absolute discretion, terminate the Employment at any time and with immediate effect by notifying the Employee [in writing OR verbally] that the Company is exercising its right under this [clause 22.1][tHIS CLAUSE] and that it will make a payment in lieu of notice ('Payment in Lieu'), within [28] days, or the first instalment of any Payment in Lieu, to the Employee. This Payment in Lieu will be subject to income tax and National Insurance contributions and will be equal to the Employee's Salary (as at the date of termination) which the Employee would have been entitled to receive under this Agreement during the notice period referred to in [the Personal Schedule at Appendix 1] (or, if notice has already been given, during the remainder of the notice period)[and the

value of any contractual benefits in kind]. For the avoidance of doubt, the Payment in Lieu shall not include:

22.1.1 [any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and]

22.1.2 [any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made; and]

22.1.3 any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

22.2 The Company may pay any sums due under [clause 22.1][RIGHT TO PAY IN LIEU] in equal monthly instalments until the date on which the notice period referred to in [the Personal Schedule at Appendix 1] would have expired if notice had been given. The Employee must seek alternative income during this period and notify the Company of any such income received. The instalment payments shall then be reduced by the amount of such income.

22.3 If, at any time after the Company has exercised its right to make a payment under [Clause 22.1 or 22.2][RIGHT TO PAYMENT IN LIEU], it discovers that it would otherwise have been entitled to terminate the Employment without notice in accordance with Clause [21][TERMINATION], the Company will be released from its obligation to make the payment referred to in [Clause 22.1][RIGHT TO PAYMENT IN LIEU] and/or to pay any outstanding instalment(s) under [Clause 22.2][PAYMENT IN LIEU INSTALLMENTS], and any payment under [Clause 22.1] or [22.2] that has already been made to the Employee will be repayable by him to the Company as a debt.

22.4 Should the Company exercise its discretion in accordance with the terms of this Agreement to terminate the Employment then all of the obligations expressed to apply following the termination of the employment (including in particular the restrictive covenants in [Clause 24][RESTRICTIVE COVENANTS] and any included in the Personal Schedule at Appendix 1), shall remain in full force and effect.

23 Garden Leave

23.1 Following service of notice to terminate the Employment, or in the event that the Employee purports to terminate the Employment in breach of contract, the Company may in its sole discretion, by written notice require the Employee not to perform any services (or to perform only specified services) for [the Company or any Group Company] until the termination of the Employment or for part of the remainder of the Employment.

23.2 During any period of Garden Leave the Company shall be under no obligation to provide any work to the Employee (and may employ another person to carry out the Employee's duties and functions under this Agreement) and may revoke any powers that the

Employee holds on behalf of [the Company OR any Group Company] and the Employee shall have no right to perform any services for [the Company OR any Group Company].

23.3 During any period of Garden Leave the Employee shall:

23.3.1 continue to receive the Salary and other contractual benefits in the usual way, although the Employee shall not be entitled to any bonus payments, if applicable, accrued in this period;

23.3.2 remain an employee of the Company and bound by the express and implied terms of their contract of employment;

23.3.3 not, without the prior written consent of the Company, attend their place of work or any other premises of the Company;

23.3.4 not, without the prior written consent of the Company, contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier (or prospective client, customer or supplier), agent, distributor, shareholder, adviser or other business contact of the Company;

23.3.5 perform any other such tasks within the Employee's skill and competence as may be assigned to the Employee, irrespective of whether these tasks are consistent with Employee's position specified in the Personal Schedule at Appendix 1; and

23.3.6 (except during any periods taken as holiday in the usual way) ensure that the [POSITION] knows where the Employee will be and how the Employee can be contacted during each working day.

23.4 The Company will be entitled at any time [with the Employee's prior agreement (such agreement not to be unreasonably withheld)] to announce to employees,[clients,] customers, suppliers, agents and any other business contacts and to any other third party that the Employee has been given notice of termination or has resigned (as the case may be).

24 [Restrictive Covenants

24.1 The Employee acknowledges that he has access to Confidential Information and business connections of [the Company OR any Group Company] as a consequence of the Employment. THe Employee shall not either personally or by an agent and either on his own account or for or in association with any other person, company or firm directly or indirectly:

24.1.1 for a period of [ ] months after the Termination Date, be employed or engaged or otherwise interested in any Capacity with any business concern which is or intends to be in competition with any Restricted Business;

24.1.2 for a period of [ ] months after the Termination Date solicit business from or canvass or entice away or endeavour to solicit business from, or canvass or entice away the business, custom or investment of any Counterparty or

Prospective Counterparty with a view to competing with the Restricted Business;

24.1.3 for a period of [ ] months after the Termination Date in the course of any business concern which is in competition with any Restricted Business, interfere or take such steps as may be likely to interfere with the continuance of supplies to [the Company OR any Group Company] (or the terms relating to such supplies) from any Counterparty or Prospective Counterparty or seek to damage the relationship between any Counterparty or Prospective Counterparty and [the Company OR any Group Company];

24.1.4 for a period of [ ] months after the Termination Date in the course of any business concern which is in competition with any Restricted Business, have any business dealings with any Counterparty or Prospective Counterparty;

24.1.5 for a period of [ ] months after the Termination Date in the course of any business concern which is in competition with any Restricted Business, solicit or induce or endeavour to solicit or induce any Restricted Person to cease working for or providing services to [the Company OR any Group Company], whether or not any such person would thereby commit a breach of contract; or

24.1.6 for a period of [ ] months after the Termination Date in the course of any business concern which is in competition with any Restricted Business, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not any such person would therefore commit a breach of contract;

24.1.7 at any time after the Termination Date, represent yourself as connected with [the Company OR any Group Company] in any Capacity, other than as a former employee, or use any registered business names or trading names associated with [the Company OR any Group Company].

24.2 Nothing in this clause [24][RESTRICTIVE COVENANTS] shall prevent the Employee from being engaged in or by, or participating in, any business or entity to the extent that any of the Employee's activities for such business or entity shall relate solely to:

24.2.1 geographical locations in which the business or entity does not compete or seek to compete with any Restricted Business;

24.2.2 matters of a type with which the Employee was not materially concerned in the [ ] months immediately preceding the Termination Date; and

24.2.3 holding an investment by way of shares or other securities of not more than [5%] of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange.

24.3 [The periods for which the restrictions in [clause 24.1][RESTRICTIVE COVENANTS] apply shall be reduced by any period that the Employee spends on Garden Leave immediately before the Termination Date.]

24.4 If, during the Employment or at any time before the expiry of the last of the covenants in this [clause 24][RESTRICTIVE COVENANTS], the Employee receives an offer to be involved in any Capacity in a business concern which competes with any parts of the

Restricted Business, the Employee shall give the person making the offer a copy of this [clause 24][RESTRICTIVE COVENANTS] and shall tell the Company the identity of that person as soon as possible.

24.5 [If, at any time during the Employee's employment, [two] or more Restricted Persons leave their employment or engagement with the Company to carry out services for a business competing, or a business that is intended to compete with any Restricted Business, the Employee shall not at any time during the six months following the last date on which any of these Restricted Persons were employed or engaged by the Company, be employed or engaged in any way with that business concern.]

24.6 The Company and the Employee entered into the restrictions in this [clause 24][RESTRICTIVE COVENANTS] having been separately legally advised.

24.7 Each of the restrictions in this [Clause 24][RESTRICTIVE COVENANTS] is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

24.8 If the Employee's employment is transferred to any company, firm, person or entity [other than a Group Company] (the "New Employer") pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Employee will enter into an agreement with the New Employer, as required, containing post-termination restrictions consistent with those restrictions in this [Clause 24][RESTRICTIVE COVENANTS].

24.9 [The Employee will, at the Company's request and expense, enter into a separate agreement with any Group Company in which he agrees to be bound by restrictions consistent with those restrictions in this [Clause 24][RESTRICTIVE COVENANTS] (or such of those restrictions as may be appropriate) in relation to that Group Company.]]

25 Obligations Upon Termination

25.1 Upon termination of the Employment for whatever reason or after notice having been served at the request of the Company, or at the start of a period of garden leave (whichever is earlier), the Employee shall immediately:

25.1.1 hand over to the Company all documents, books, materials, records, correspondence, papers, passwords, login details and information (on whatever media and wherever located) relating to the business of [the Company or any Group Company] or [its OR their] business contacts, any magnetic discs on which information relating to the business is stored and any keys, credit cards and other property of [the Company OR any Group Company] (including in particular any car provided to the Employee) which may be in his possession, custody, care or control;

25.1.2 irretrievably delete any information relating to the business of [the Company OR any Group Company] stored on any magnetic or optical disc or memory and all matter derived therefrom which is in his possession, custody, care or

control outside the premises of the Company and shall produce such evidence of compliance with this sub-clause as the Company may require;

25.1.3 immediately repay all outstanding debts and loans due to [the Company OR any Group Company];

25.1.4 continue to comply with the provisions of this Agreement which are expressed to apply following or notwithstanding termination of the Employment; and

25.1.5 provide on request a signed statement that he has complied fully with his obligations under this clause [25][OBLIGATIONS ON TERMINATION].

25.2 In the event that the Employee is placed on garden leave he will not be required by clause 25.1.1 [OBLIGATIONS ON TERMINATION] to return property provided to them as a contractual benefit for use during the Employment until the end of the garden leave period.

26 Deductions

26.1 For the purposes of the ERA the Employee authorises the Company at any time during the Employment, and in any event on the Termination Date to deduct from the Employee's remuneration under this Agreement or any sum payable to the Employee by reason of the termination of the Employment, any monies due from the Employee to [the Company OR any Group Company] including, but not limited to, any outstanding loans, advances, expenses (including relocation expenses), excess holiday payments, training costs and any other monies owed by the Employee to the Company.

27 Grievance Procedure

27.1 Should the Employee wish to raise a grievance, they can do so in accordance with the Company's grievance procedure, which shall be provided separately to the Employee. The Company's grievance procedure does not form part of the Employee's terms and conditions of employment and shall not give rise to any contractual duties or obligations on either party.

28 Disciplinary and Dismissal Procedures

28.1 The Company's disciplinary procedure shall be provided separately to the Employee but does not form part of the Employee's terms and conditions of employment and shall not give rise to any contractual duties or obligations on either party.

28.2 If dissatisfied with any disciplinary decision directly affecting the Employee, the Employee may appeal against the decision in the manner set out in the relevant procedures.

28.3 The Company expressly reserves the right to suspend the Employee on full Salary at any time during the investigation of any disciplinary matter relating to the Employee for so

long as may be necessary to carry out a proper investigation and (if applicable) hold a disciplinary hearing, or as is otherwise reasonable whilst the procedure is ongoing.

28.4 [During any period of suspension under Clause 28.3[DISCIPLINARY AND DISMISSAL (right to suspend):

28.4.1 the Employee will continue to be paid at the rate of pay to which he would be entitled if he were not subject to the suspension to receive contractual benefits in the usual way (subject to the terms of the benefit arrangement and this Clause);

28.4.2 the Employee must not, without the prior written consent of [[insert job title], attend his normal place of work or any premises of the Company[or any Group Company];

28.4.3 the Company may require that the Employee must not have any contact or communication with any adviser, agent, client, consultant, customer, director, distributor, employee, officer, shareholder, or other business contact of the Company[or any Group Company][other than purely social contact] or make any announcement (whether directly or indirectly) in relation to his employment or otherwise;

28.4.4 the Employee will carry out alternative duties or special projects, as required by the Company;

28.4.5 the Employee must keep the Company informed of his whereabouts and how he can be contacted during each working day (except during any periods taken as holiday leave);

28.4.6 the Company may appoint another person to carry out the Employee's duties in his place;

28.4.7 the Employee may be excluded from any premises of the Company[and any Group Company];

28.4.8 the Employee will be entitled only to statutory sick pay during any period of Incapacity;

28.4.9 the Employee will remain an employee of the Company and continue to owe the Company all the duties of employment, and he will remain bound by the terms of this Agreement;

28.4.10 [the Employee will not be entitled to receive any bonus or commission in respect of such period AND/OR may be required to return his company car in accordance with [Clause 11.5][CAR ALLOWANCE (termination)] above AND/OR he will not entitled to subsidised gym/sports club membership];

28.4.11 the Employee will not be entitled to become employed by, do work or perform services for any other person or undertaking.]

29 Employment Rights Act 1996

29.1 This Agreement sets out the additional particulars and information required to be given to the Employee under section 1 of the ERA. This clause 29[EMPLOYMENT RIGHTS ACT

1996] sets out those particulars of employment so required which are not otherwise provided for in this Agreement.

30 Collective Agreements

30.1 [There are no collective agreements which directly affect the terms and conditions of the Employment. OR The Employee's Employment is governed by the collective agreement between the Company and [name of trade union], which is incorporated into the contract and may be amended from time to time. A copy is available from [ ].] If the Employment is terminated at any time by reason of the reconstruction or amalgamation of [us OR any Group Company], whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, you shall have no claim against us or any such undertaking arising out of or connected with the termination.

31 Reconstruction and amalgamation

31.1 If the Employment is terminated at any time by reason of the reconstruction or amalgamation of [us OR any Group Company], whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, you shall have no claim against us or any such undertaking arising out of or connected with the termination.

32 Data Protection

32.1 [[The Company will collect and process information relating to the Employee in accordance with the Company's privacy notice which is available [where?]. The Employee is required to sign and date the privacy notice and return it to [POSITION].

32.2 The Employee confirms that he has read and will comply with the Company's [data protection policy or Privacy standard] when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Company. [The Employee will also read and comply with the Company's policies on [IT and communications systems; social media; bring your own device to work; information security [any other policy]]. These policies are subject to change from time to time and the Employee will be notified of any changes.

32.3 Failure to comply with the [data protection policy OR Privacy standard] [or any of the other policies listed in [clause 32.2][DATA PROTECTION] above] may be dealt with under

the Company's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.]]

OR (if no policy)

32.4 [The Employee agrees that personal data (other than sensitive personal data) relating to him and the Employment may to the extent that it is reasonably necessary in connection with the Employment [or the business of any Group Company in any jurisdiction]:

32.4.1 be collected and held (in hard copy and computer readable form) and processed by [the Company OR any Group Company]; and

32.4.2 be disclosed or transferred to other employees of [the Company OR any Group Company] and [its OR their] employees; any other persons as may be reasonably necessary; and as otherwise required or permitted by law.

32.5 The Employee agrees that [the Company OR any Group Company] may process sensitive personal data relating to him, including medical details and details of gender, race and ethnic origin. Personal data relating to gender, race and ethnic origin will be processed by [the Company OR any Group Company] only for the purpose of monitoring any equal opportunities policy [the Company OR any Group Company] may operate, with a view to enabling equal opportunities to be promoted and maintained. The Employee agrees that [the Company OR any Group Company] may disclose or transfer such sensitive personal data to other persons if it is required or permitted by law to do so or, in the case of personal data relating to gender, race or ethnic origin, for the purpose of monitoring or enabling the monitoring of any equal opportunity policy of [the Company OR any Group Company].

32.6 The Employee consents to the transfer and disclosure of personal data as set out [above OR in the Data Protection Policy] which shall apply regardless of the country to which the data is to be transferred whether within or outside the European Economic Area. Where the disclosure or transfer is to a person resident outside the European Economic Area, the Company shall take reasonable steps to ensure that the Executive's rights and freedoms in relation to the processing of the relevant personal data are adequately protected.]

33 Disclosure

33.1 Notwithstanding [Clause 16][CONFIDENTIAL INFORMATION], the Employee shall not be precluded from making a disclosure of Confidential Information insofar as such disclosure is protected by the Part IVA of the ERA.

33.2 The Employee shall be under a duty to make full disclosure pursuant to the Part IVA of the ERA and report to the Company all matters which may be of concern to the Employee in respect of the Company’s conduct.

34 [Monitoring and Right of Search

34.1 The Employee consents to the Company for business purposes from time to time monitoring and/or recording the Employee’s use of e-mail, internet, fax and telephone and any other form of written or electronic communication received or sent by the Employee using any equipment in the possession of the Company or from the premises of [the Company OR any Group Company]. This may sometimes involve the Company accessing such communications before they are received by the Employee. The Company

may also monitor the use by the Employee of any of [the Company's OR Group Company's] resources.

34.2 The Company reserves the right to search the Employee or any of the Employee's property held on [Company OR Group Company] premises at any time if there are reasonable grounds to believe that the Employee may be guilty of any act of theft occurring on [the Company's OR any Group Company's] premises or that the Employee may have on their person or within that property any items which are prohibited by law.

34.3 Any unreasonable refusal by the Employee to permit a search to take place will normally be treated as gross misconduct and action may be taken against the Employee within the Company' disciplinary procedure.]

34.4 [The Employee agrees and acknowledges that all written, spoken and electronic information held, used or transmitted by or on behalf of the Company, in whatever media, including information and data held on computer systems, hand-held devices, tablets or other portable or electronic devices and telephones and paper records, and information transmitted orally, relating both to the Company's own business or that of any Group Company or any Counterparty and other third parties with whom the Company engages or does business, remains the Company's property at all times, no matter what format it is in, where it is stored or how it is accessed.]

35 [Appointment of attorney

35.1 The Employee irrevocably and by way of security appoints [the CEO] for the time being of the Company to be his attorney for the purposes of the Powers of Attorney Act 1971, with authority to do all things and to execute all documents in the Employee's name and on your behalf, as may be necessary to secure that the full benefit and advantage of the rights arising under Clauses [17] [INTELLECTUAL PROPERTY], [25] [OBLIGATIONS ON TERMINATION] and [24] POST TERMINATION RESTRICTIONS are obtained by the Company [(or where appropriate, and Group Company)] and a letter signed by any director or secretary of the Company certifying that any thing or any document has been done or executed within the authority conferred by this clause will be conclusive evidence of it.]

36 Notices

36.1 Any notice or other written communication given under or in connection with this Agreement shall be delivered personally or sent by pre-paid first-class post or other next working day delivery service.

36.2 The address for service of the Company shall be its registered office or as otherwise notified in writing to the other party, marked for the attention of the Board and in the case

of the Employee shall be his address stated in this Agreement or if any other permanent address has previously been notified to the Company to the address so notified.

36.3 Any notice or other written communication shall be deemed to have been received:

36.3.1 if delivered personally, at the time the notice is left at the address for service as detailed in clause [36.2][NOTICES (address for service)] or given to the addressee;

36.3.2 if sent by next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service.

36.4 In proving service it shall be sufficient to prove that personal delivery was made, or that such notice or other written communication was properly addressed stamped and delivered into the custody of the postal authority as a first class postal delivery, recorded delivery or registered post.

36.5 If deemed receipt under [Clause 36.3][NOTICES(deemed receipt)] would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this Clause 36.5 (THIS CLAUSE], business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

36.6 A notice required to be given under this Agreement shall not be validly given if sent by email.

36.7 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

37 Entire Agreement and Previous Arrangements

37.1 The Employee and the Company acknowledge and agree that:

37.1.1 This Agreement, together with any documents referred to in it set out the entire agreement and understanding between the Employee and the Company and supersedes any previous agreements between the Employee and the Company, whether by way of letters of appointment, agreements or arrangements, promises, assurances, warranties, representations or understandings between them, whether written, oral or implied, relating to the employment of the Employee, which shall be deemed to have been terminated by mutual consent as from the date of this Agreement and the Employee acknowledges that the Employee has no outstanding claims of any kind against the Company in respect of any such contract;

37.1.2 In entering into this Agreement neither the Employee nor the Company has relied on any Pre-Contractual Statement; and

37.1.3 The only remedy available to each party for breach of this Agreement shall be for breach of contract under the terms of this Agreement and neither party

shall have any right of action against the other party in respect of any Pre-Contractual Statement.

37.1.4 Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud.

38 Variation

38.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

39 Third Party Rights

39.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

40 Governing Law and Jurisdiction

40.1 This Agreement and any contractual or non contractual disputes or claims arising out of it or in connection with it or its subject matter or formation shall be governed and construed in accordance with the law of England and Wales..

40.2 Each party irrevocably agrees to submit to the [exclusive OR non-exclusive] jurisdiction of the English and Welsh courts over any contractual or non contractual dispute or claim or matter arising under or in connection with this Agreement or its subject matter or formation.

Signed by [NAME], for and on behalf of Company	.... ______________ [NAME]
Signed by [EMPLOYEE NAME]	....

This Agreement has been entered into on the date stated at the beginning of it.

OR

SIGNED AS A DEED

by [*COMPANY NAME*]

acting by

[*name of director*], a director, [..……………………………….*(Signature)*]

in the presence of this witness: Director

[………………………………………….] (Name) [……………………………….]

[………………………………………….] (Address) (Signature of witness)

[………………………………………….]

SIGNED AS A DEED

by [*COMPANY NAME*]	
acting by	
[*name of director*], a director	[..………………………………*(Signature)*]
and	Director
[*name of director or secretary*](a director/its	[..………………………………*(Signature)*]
secretary)	**[**Director OR Secretary**]**
SIGNED AS A DEED	
by [*name of individual*]	[………………………………*(Signature)*]
in the presence of this witness:	
[…………………………………………] (Name)	[..………………………………]

[…………………………………………] (Address)   (Signature of witness)

[…………………………………………]

APPENDIX 1 – PERSONAL SCHEDULE

This Appendix sets out the specific detail relating to the Employee's employment with the Company and should be read in conjunction with the terms of this Agreement.

Employee Name	[Insert name]
Commencement Date	[Insert date]
Date of Continuous Employment	[Insert date]
Job Title	[Insert the job title of the role]
[Job Description]	[Insert job description]
Report To	[Insert job title]

Line Manager	[Insert job title]
Place of Work	[You will be based at [the Company's offices] OR [insert location eg your home] at [insert address] [or such other location [in the UK] as the Company may from time to time require.][You will be based at your home at [address] but you are required to attend [the Company's offices] at [insert location][or such other location [in the UK] as the Company may from time to time require] [on [insert days of the week] OR [at least [2] days per week][as agreed with your Line Manager.]
Hours of Work	Between [9am] and [6pm] from [Monday to Friday] with an unpaid lunch break of one hour each day and any other hours as necessary for the proper performance of his duties without additional remuneration. [These hours and days are not variable] OR [These hours and days are variable as follows: [insert information].
[FTE] Salary (per annum)	[Insert the salary or FTE salary if part time]
Incentive Scheme	
Pension Scheme	[AUTOMATIC ENROLMENT INTO OCCUPATIONAL PENSION SCHEME/ GROUP PERSONAL PENSION SCHEME/ NOMINATED PERSONAL PENSION SCHEME] [Upon joining the Company,] [After [three months'] service,] and subject to your complying with other requirements in relevant legislation and/or rules of the scheme, the Company will enrol you automatically into its [occupational pension scheme OR registered personal pension scheme comprising part of our group personal pension scheme OR a registered personal pension scheme nominated by you], in accordance with our obligations under Part 1 of the Pensions Act 2008 [subject to the scheme satisfying any applicable legal requirement [nominated personal scheme only]]. Full details of the Scheme will be provided when you join the scheme. If you decide to opt out of automatic enrolment: ● you will be required to make pension contributions to the scheme [at the level set out under Part 1 of the Pensions Act

	2008 from time to time OR at [insert figure]% of your salary each year (divided into and payable in equal monthly instalments)] and you agree to the Company deducting such contributions from your salary each month; ● the Company will be required to make pension contributions to the scheme [at the level set out under Part 1 of the Pensions Act 2008 from time to time OR at [insert figure]% of your salary each year (divided into and payable in equal monthly instalments)]. The scheme is subject to its rules as may be amended from time to time and the Company may replace the scheme with another pension scheme at any time. If you are not eligible to be enrolled automatically, the Company will comply with any duties it may have in respect of you under Part 1 of the Pensions Act 2008 and will provide alternative pension scheme arrangements to the extent required by law.] OR [There is no pension scheme in force in relation to your employment.] OR [AUTO ENROLMENT] [If you are eligible, the Company is required to enrol you automatically into a pension scheme. Details will be provided to you as required by the law.
[Details of flexible benefits scheme]	[Insert details of flexible benefits scheme]
Holiday Entitlement (per annum)	[Insert number of days holiday entitlement]
Notice Period to Terminate Employment	[Insert notice period]
[Date on which fixed term will end ("Expiry Date")]	[insert date]

APPENDIX 2 - THE BONUS SCHEDULE

[INSERT DETAILS OF THE BONUS SCHEME THAT WILL APPLY TO THE EMPLOYEE]